

BIBLIOTH. A LETTER
COLL. REG.
MED. EDIN.

TO

R. K. GREVILLE, LL.D.

IN REPLY TO

PROFESSOR BALFOUR.

BY JOHN JOSEPH GRIFFIN.

LONDON:

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a character for truth, honesty, and fair dealing, and still deserves to possess that character, notwithstanding the revelations contained in my "Singular Specimens of the Edinburgh Praetice of Criticism." He admits, that if my statements respecting him were true, he would be wholly unworthy of your friendship; but he says that I am not to be credited, and upon that point it is that I have to address you. Professor Balfour has chosen to place our controversy in such a position, that I must either appear to admit the truth of his assertion, that I have dealt dishonestly with his correspondente, or I must justify my claim to veracity at the cost of his character for truth, honesty, and fair dealing. As he has driven me to this alternative, he must be content to bear the consequences that must flow from an investigation into these particulars.

I copy the following passage from Professor Balfour's letter (pp. 12, 13):—

"III. The gravest charge made against me by Mr. Griffin, relates to my declared intention to publish a new text-book in violation, as is alleged, of a pledge made by me to use the Manual of Botany for that purpose. That I gave Mr. Griffin a pledge to this effect, is asserted over and over again in his pamphlet. Thus his fourth sentence bears—'when you agreed to write the work, you pledged yourself to me to use it for your text-book, and to do all you could to promote its sale.' Again, on the same page, he speaks of my book as 'the Manual that you wrote for me for money, under the pledge to use it as your class-book.' So also, in a letter to the conductors of the *Monthly Journal of Medical Science*, he says, 'I asked Professor Balfour to write a volume. I offered him £200 for his labour, and he agreed to the bargain, accompanying the agreement with a pledge to use the book to be written as his class-book.' And, in a letter to myself, dated 27th June, 1850, (Pamphlet, p. 19,) he says; 'I must recall to your recollection the fact that, when you undertook to write the Manual, you pledged yourself decidedly, I think sincerely, to use the work as your text-book.' In another part of the same letter he asserts, 'the pledge to use the Manual as your class-book was as specific a portion (of our bargain) as the pledge to write it.' And again, 'that pledge was repeated a dozen times in your letters.' Now, in the face of these reiterated assertions, any one will be surprised to be told, that neither at the period of our original bargain, nor at any other time, did I ever pledge myself to Mr. Griffin to use the Manual of Botany as my text-book.'"

"NEITHER AT THE PERIOD OF OUR ORIGINAL BARGAIN, NOR AT ANY OTHER TIME, DID I EVER PLEDGE MYSELF TO MR. GRIFFIN TO USE THE MANUAL OF BOTANY AS MY TEXT-BOOK!"

I undertake to prove that this statement of Professor Balfour's is not true; and that, on the contrary, he did, at the period of our original bargain, distinctly pledge himself to use the Manual of Botany as his text-book; virtually repeated that pledge in his letters; and, in redemption of it, did, up to a certain time, actually use the Manual as his text-book.

You will oblige me by referring to the first two letters that passed between Professor Balfour and me, in January 1847. (See *Singular Specimens of the Edinburgh Practice of Criticism*, page 16.)

On January 2, 1847, I inquired whether it would be agreeable to him to undertake the translation of Jussieu's work into English, EITHER verbatim, OR with such alterations as might be considered necessary to adapt the work for English readers. Of these alternatives, he chose the latter.

On January 4, 1847, he replied thus:—

"I have long intended to bring out a *Cheap Text-Book* for students, and your proposal seems to me the means of accomplishing this object. The work to which you allude is well known to me, and can easily be adapted to the system pursued in Britain. In accepting the proposal I shall feel myself at liberty to make some modifications. In fact, I shall take the '*Cours élémentaire*' as the groundwork, and upon it form my Text-Book."

“*MY TEXT-BOOK!*”—The expression seems plain enough. When Professor Balfour wrote this letter, he either wished me to believe that he intended to use the work, if he wrote it, for his Text-Book, or he wished to deceive me. Which?

Certainly, my object in writing to a newly-elected Professor of Botany in the University of Edinburgh, to ask him to write an Elementary Course of Botany, was with the view that the work should become *his Text-Book*; and when I received a letter in which he said in effect, “*I shall make it my Text-Book*,” I considered that the Professor entertained the same view—namely, that he intended to make the work his Text-Book, and intended that I should so understand him. No reasonable man can give any other than two interpretations to Professor Balfour’s letter: he either intended to produce a Text-Book for his own class, and used words to convey that idea to me; or he intentionally misled me on that subject. The doubt would seem to be removed by the explanation he gives in his present letter to you, (p. 13,) where, speaking of his letter to me of 4th January, 1847, he says:—

“The words, no doubt, express the *intention* I at that time entertained, to use the Manual for the purposes of my class, as was very natural, considering it to be my own book, and under my own control. In point of fact, I did so use it, and did everything in my power to promote its sale.”

Yet he now argues that, although such was then his intention, and although such intention was expressed to me, [which expression certainly governed my conduct,] he is in nowise pledged thereby. This letter, however, was only a preliminary to the *pledge*—properly so called.

On the 11th February, 1847, I visited Professor Balfour in Edinburgh, and I then explained to him what I wanted him to do, and heard his proposals for alterations and improvements on the French work. One of these proposals I did not approve of: it was, that Jussieu’s arrangement of the plants should be abandoned, and the arrangement of Decandolle be substituted. I objected to this alteration, on the ground, that Jussieu’s work had acquired a great reputation, and that it was inexpedient to alter a work that was successful. To this argument Professor Balfour replied, that he was not in the practice of teaching the system of Jussieu, and that, as the book was to be his Text-Book, the alteration was indispensable, for the book would not otherwise suit his pupils. Upon this, I withdrew my objection, and the alteration was made.

On this point, and on all the points that were discussed between us at this interview, there was no reserve whatever as to the *destination* of the work—“*I shall make it my Text-Book; I shall modify it for that purpose.*” Such were Professor Balfour’s declarations—promises—*pledges*.

It was at this interview that, after the constitution of the volume was agreed on, I offered to pay Professor Balfour two hundred pounds for his labour; to which terms he agreed.

If Professor Balfour had on this occasion stated his intention, or if he had given the least hint of his having any intention, not to use the work as his Text-Book, I should have closed the negotiation at once, making him no offer. But his written desire of Jan. 4th, and his express promise at the interview of Feb. 11th, to make the book *his Text-Book*, induced me to believe that he meant *bona fide* to do so, and this belief influenced my offer of payment. If, when he wrote and

talked of making the book his Text-Book, he did not intend to do so, then he wilfully deceived me. If he *did* intend to do so, then his present declaration, "that neither at the period of our original bargain, nor at any other time, did I ever pledge myself to Mr. Griffin to use the Manual of Botany as my Text-Book," is *untrue*. A man of honour is certainly *pledged* to fulfil a voluntary and deliberate *promise*, made on a subject that formed an important portion of a bargain. *I* promised to pay him two hundred pounds, and I paid it. *He* engaged to write a book and to use it as *his Text-Book*, and he evades performance of his part of the bargain under the pretence that he is not *pledged* to fulfil his *promise*. In the humble grade of society in which publishers move, men who make promises in matters of business consider themselves *pledged* to perform them; but in the transeendental regions of the Edinburgh botanical world, a different morality seems to prevail.

As Professor Balfour does not scruple to attribute to me "an almost unequalled skill in garbling correspondence," he will probably hesitate as little to attribute to me an equally unequalled degree of skill in mis-stating the terms of a verbal agreement. It happened unfortunately for me, that no third person was present at our interview, and that no written account of it was made at the moment. The credit that is due to our respective statements, contradictory as they are of one another, must therefore be estimated by other evidence than the mere affirmations of the parties, and as a tree is judged of by its fruits, the nature of the *bargain* that was made between Professor Balfour and me, must be judged of by the *conduct* which that bargain induced. I shall proceed to show that Professor Balfour's *subsequent conduct was in accordance with the supposition that my version of the interview is the true one*.

I quote the following evidence from Dr. Balfour's letters, the proper understanding of which may be facilitated by a few remarks.

My agreement with him, made on the 11th February, 1847, was only to come into operation if I should succeed in buying the cuts of Jussieu's Manual from the French publisher. This uncertainty was the origin of the omission to make a written agreement at the time of making the bargain. On the 25th Feb., the French publisher informed me that a translation of Jussieu was already in existence, and that he had referred the author of it to me. On the 7th April I wrote to Professor Balfour, informing him that I had purchased the cuts, and begging him to proceed with the work. The author of the translation wrote to me on the 8th April, and I declined to agree with him, in consequence of my previous bargain with Professor Balfour. In the spring of 1848, when Professor Balfour's work was to have been ready, he had only finished about half of it. Knowing that the rival translation was in preparation, I was anxious to have our work finished. Professor Balfour, however, stopped in the middle, insisted, (much against my wishes,) upon having the early parts of the work delivered in fragments to his pupils, and put off finishing it till the following winter. The consequences to me were, that I had a great number of books rendered imperfect, that the half-printed book lay dormant a year, and that the rival translation came first into the market. These particulars will explain some of the remarks in the Professor's letters.

EXTRACTS FROM PROFESSOR BALFOUR'S CORRESPONDENCE.

1847, April 19th.—“I shall set about the Text-book immediately, and hope to have all ready before next winter.”

1847, December 17th.—“I am busy with the work, and I hope to have the whole of ‘Structure’ and ‘Physiology’ ready by the beginning of January. The work must be ready by May, if it is to sell at all this season. All my pupils want it.”

1848, April 10th.—“I think that, with the view of securing a sale among my pupils this session, you should get the part containing the *Organs of Nutrition* and the *Nutritive Functions*, (which I trust will be completed by the end of the month,) put up in a *paper cover*, and sold as a first instalment. You may, if you think right, restrict the sale to my pupils.”

1848, April 11th.—“I could get several hundred copies of Part I. sold in May and June, if you listened to my proposal to allow the work to come out in that way.”

1848, April 18th.—“I still wish that I could get a part of the work for my own pupils by the second week in May.”

1848, April 19th.—“If the book does not appear till June, it is too late for my pupils this year. They must have books in their hands in May, to follow the Lectures. I think Griffin is wrong in not allowing me to have a *Part*, for *my own Pupils only*, in May. He will lose the sale of 200 copies.”—*Extract from a Letter from Professor Balfour to the Printer of the Manual.*

1848, May 4th.—“I hope that it is all arranged that the first Part of the book, as far as the end of the Nutritive Organs, will be given to my pupils separately. They are all waiting for it, and the sooner it is ready the better. I told them that they might expect it in ten days. Make arrangements for having it put into covers, and sold here by the booksellers as soon as possible. I have a large class, and the publisher may expect a good sale. He should fix the price a little above the third of the book, so as to ensure the sale of the rest at a low price.”—*Letter from Professor Balfour to the Printer of the Manual.*

1848, May 6th.—“The plan you propose will suit my class. I should like to have the first Part out next week. All my pupils are waiting for it.”

1848, June 7th.—“I do not see that it can do any harm to allow a Part to be issued as far as printed, at the beginning of next week. It may do good to my pupils, and can do no injury to you.”

1848, Oct. 2d.—“I don’t think that there will be much loss by imperfect copies. All my pupils who took the first Part will take the second.”—[Nearly fifty of them did not.—J. J. G.]

1848, Dec. 13th.—“I am working daily, however, and I shall do all I can to complete the work soon. I must have the book complete for my pupils in spring.”

I now come to a letter dated 19th March, 1849, of which Professor Balfour says in his letter to you, (p. 5,) I have made a *very unfair use*, meaning, I presume, to instance my quotation from this letter, as one of the specimens of my “*almost unequalled skill in garbling correspondence.*” This letter of March 19th contains Professor Balfour’s recollection of what occurred at our interview of 11th February, 1847. It is, therefore, important.

1849, March 19th.—“I am not a little astonished at the contents of your letter, and at its tone. In the bargain which I made with you verbally, I never contemplated giving up the copyright of my work for the sum of £200. You recollect surely, that when you suggested that I should make it a translation of Jussieu’s work I objected, in the same way as Dr. Fleming did, when you consulted him about a geological manual. *I told you that I would make the work my own Text-Book, and that I would arrange [it] in the way I thought best for the purpose of teaching.* I also mentioned that additional wood-cuts, besides those of Jussieu, would be required. To all these conditions you agreed; and I remarked that you distinctly stated, that in the event of a second edition, a new bargain would require to be made. Had I contemplated giving up the copyright I would have made a different arrangement, and would never have left myself at your mercy in regard to the work which I intended should be my own Text-Book.”

The sentence which Dr. Balfour says is *twisted and used very unfairly* is the one that I have printed in *italics*. It contains his distinct admission, that at our interview, held on the 11th February, 1847, to decide on the composition of the work and the terms of payment, he did agree to make the work *his own*

TEXT-BOOK, which agreement was no doubt meant, at the time it was made, to affect the terms of payment which I was then to propose, and, in fact, the agreement to use the work as his Text-Book, did so affect my offer, and entitles me to claim the performance of his promise.

With regard to my alleged *garbling* and *twisting* of the correspondence, and the making an *unfair use* of it, I beg to state that the above quotation is copied word for word from the original letter that I received from him. In Dr. Balfour's version of this letter, given in his letter to you, (p. 5,) he represents the words I quote in *italic* to be the last clause of a compound sentence, commencing with the word *and*. This, however, is an embellishment of his, for the word *and* is not contained in the original letter, and the sentence is perfectly correct as I quoted it. In reply to Professor Balfour's charges against me of *garbling* (p. 2), *using unfairly* (p. 5), *misrepresenting* (p. 13), and *twisting* (p. 14,) his correspondence, I offer to produce the original letters, and to justify every quotation that I have made from them.

In Professor Balfour's pamphlet, (p. 14,) where he accuses me of *twisting* this particular quotation, he says, "the expressions were used, (as the context shows,) not as a pledge to him, but as *stating one of the many reasons why I never contemplated giving up the copyright of the Manual.*"

It is however evident, that if this sentence was not used by Professor Balfour in 1849 as a pledge, it was used then as *his recollection and admission of a pledge that he had given in 1847*, at the time when we made our verbal bargain. This admission, in conjunction with the other evidence that I now place before you, prove, incontestably, that a part of our original bargain was, *that the work to be produced was to be used as Professor Balfour's Text-Book*. Whether it is called a *promise*, a *bargain*, an *agreement*, or a *pledge*, matters little: the fact is, that he gave me *distinctly to understand* that the work was to be his Text-Book. He did so, either *to inform me* what I was to expect to receive for my money, or *to deceive and trick me*. Whether he acted in good faith or in bad faith, must be judged of by his subsequent conduct.

After the 10th March, 1849, when Professor Balfour first claimed both the money and the copyright, his correspondence is mainly occupied with the discussion of the copyright question; intermixed with which, however, are expressions of his views respecting the use of the Manual as his Text-Book. For example, he says:—

1849, April 3d.—"I also think it right to assure you, that it is my full intention honestly to promote the sale of the book, not only by using it as my own text-book, but by endeavouring to get my friends to recommend it."

This is another quotation that Dr. Balfour says (letter, p. 15) is *garbled* to make it infer the pretended pledge. He gives (p. 6) another version of it, differing from this by only one word, (*tell* instead of *assure*,) but my quotation agrees with the letter that was sent to me, and *his* version does not.

But Professor Balfour argues now (letter, p. 15,) that his proposal to use the Manual as his own Text-Book, was, on the 3d April, 1849, a *novelty*—as if no such proposal had ever been made previously!—and that it was then made, only as part of a proposal to induce me to abandon my claim to the copyright; whereas, my statement of the matter is, that the promise to use the Manual as

his Text-Book, was distinctly made on the 11th Feb., 1847, and was part of the bargain for which I paid him £200.

This same letter of 3d April, 1849, contains other statements that deserve a short reply, as I am discussing questions of veracity: for example—

“ The proposal to print a text-book for my class was my own, and you gave in to it, offering the same sum which you had done for a translation. Moreover, you proposed to print a large edition of 3000.”—*Letter*, p. 15.

Both these statements are untrue. I did not offer him *first* the sum of £200 for a translation, and *afterwards* the same sum for his text-book. In his *first letter* of 4th Jan., 1847, he proposed “ *his text-book*.” I had not then seen him on the subject, nor made him any written offer, nor was any thing said about *money* till our meeting of 11th Feb., 1847—that meeting at which he admits he told me, that he would make the work his own text-book. Finally, I did not propose to print 3000 copies of the Manual, nor did I print that number.

I proceed with extracts from the Professor’s letters:—

1849, April 9th.—“ I have already told you explicitly, that I cannot part with the copyright of my book, and to this determination I must adhere, not so much on account of supposed pecuniary benefit, as that I might have the entire control of my Text-Book.”

1849, April 19th.—“ As my Class meets on the 1st May, and as my Text-Book requires to be in the hands of students by that time, I hope the printer will take care to have copies with the booksellers immediately. The Medical Examinations begin on the 23d. The book should have been in the hands of intending graduates before that time.”

Professor Balfour states (Pamphlet, p. 14,) that it is sufficiently proved that I did not, even so late as March, 1849, suppose that he had come under any obligation to me to use the Manual as his Text-Book. His proof consists in a *NEW item in a Contract* which, on the 28th March, 1849, I proposed that he should enter into, namely:—

“ 4. You agree to bring up every addition [my copy of the proposal reads *Edition*, J. J. G.,] of the Text-Book to the state of the Science at the time of its publication, and to write or use in teaching no other text-book.”

Now, my explanation of this clause is, that, instead of a *New item in a Contract*, it was proposed by me as an *item in a New Contract*. I had, at the period referred to, discovered the danger of transacting business with Professor Balfour without a legal Contract, and I therefore formally proposed one for his adoption. It related to all the points in dispute between us. It was written hastily on the 28th March, 1849, in reply to a letter from him dated Edinburgh, 27th March, 1849, in which letter he, for the first time, hinted at the possibility of *his bringing out a new Text-Book for his class*. To check this danger, I proposed the clause referred to. It was not a *new thing* that was proposed, but a *new security*. Of course, Professor Balfour refused to execute the proposed contract. He is averse to “ pledges.”

It is not my intention to follow Professor Balfour through all the special pleading by which he endeavours to make out that he never pledged himself to use the Manual of Botany as his Text-Book. The admitted facts and the circumstantial evidence, that I submit to you, prove that he deliberately PROMISED to do so; that he SO SPOKE AND ACTED AS TO MAKE ME BELIEVE

that he would do so; that I AGREED TO PAY HIM A LARGE SUM IN CONSIDERATION OF SUCH PROMISES; that he ACTUALLY DID USE the Manual as his Text-Book; and that I PAID HIM THE FULL SUM AGREED ON. Of all these facts I have presented evidence that is incontrovertible. I am therefore entitled to expect the PERFORMANCE OF HIS PROMISE, and when he professes to have given *no pledge* to me on this point, he merely *quibbles* upon the meaning of the word PLEDGE, the nature of which quibble I shall now explain.

In the Professor's letter to you, he quotes (pp. 17, 18,) a letter from me to his solicitor, Mr. Bayley, and that gentleman's reply. Both letters are given correctly, but I repeat them here for the sake of those who may not have seen the Professor's letter.

MR. GRIFFIN TO MR. BAYLEY.

“London, 11th April, 1850.—Sir, I have received your letter of the 8th. I should have paid the £200 at once, but have heard from Edinburgh that Dr. Balfour had advised Messrs. M'Lachlan & Stewart, the booksellers, not to lay in a stock of the Manual of Botany, it not being his intention to use it in his class.

“I presume it is not Dr. Balfour's intention to depart from his engagement to use the book as a Class-Book, and to promote its sale. On hearing from you to this effect, I will at once settle with Mr. Parnther.”

MR. BAYLEY TO MR. GRIFFIN.

“Edinburgh, 13th April, 1850.—Sir, I am favoured with your letter of the 11th, which has surprised me. For twelve months you have been carrying on a correspondence on the simple question whether, for the £200, you were entitled to the copyright of the Manual of Botany; but no sooner does Dr. Balfour, to save further discussion, agree to concede to you the right, than you raise another objection to paying the money.

“I know of no engagement come under by Dr. Balfour to use the book in question as his Class-Book, and most certainly he will come under no such obligation. Such an obligation would be preposterous, and its practical effect might be this, that the book by becoming antiquated, was telling one thing, while the Professor in his Lectures was teaching something else. What book the Professor may come to use must depend entirely upon circumstances hereafter to arise.

“But I can assure you of this, which I do from my own personal knowledge, that Dr. Balfour never advised Messrs. M'Lachlan & Stewart not to lay in a stock of the Manual. Mr. M'Lachlan had heard with great surprise that Dr. Balfour had never got a sixpence for writing the book, and in consequence felt alarm in laying in a stock, lest the Doctor should cease to use the book in his class. In my presence he spoke to the Doctor on the subject, when, in order to remove Mr. M'Lachlan's alarm, I gave him the assurance that there was no intention at present to use any other book, and that, for this year at least, Mr. M'Lachlan had nothing to fear.*

“I beg again to repeat the conditions upon which Dr. Balfour has agreed to concede the copyright, and remain,” &c.

Professor Balfour adds the following observations (p. 18):—

“It is only necessary to add, that *after receiving this letter, Mr. Griffin paid the £200 without another word of objection.* And yet he now ventures to assert, (Pamphlet, p. 31,) that it was ‘under the influence of promises and written pledges to use the Manual of Botany as my class-book’ that he agreed to pay me the money, ‘which my copyright was not otherwise worth.’”

* My friend, Mr. M'Lachlan, must have been highly amused by this epistle. His great surprise on hearing that Dr. Balfour had never received a sixpence for writing the book; his consequent alarm; and the sympathetic attentions of the Doctor and the Solicitor to remove his alarm and quiet his fears, are described in picturesque and moving terms. Mr. Solicitor Bayley does not inform me who created Mr. M'Lachlan's great surprise by communicating such alarming information to him, nor does he seem to have informed Mr. M'Lachlan that the reason why Dr. Balfour had not received a sixpence was simply that Dr. Balfour had refused to give a proper receipt for the money. I suppose he considered so trifling a fact to be too homeopathic a dose to quiet Mr. M'Lachlan's great surprise and alarm.

The statement which Professor Balfour has printed in *italics* is quite correct, but he is wide of the mark when he construes my silence into a virtual admission by me, (page 13,) that no pledge to use the Manual as his Text-Book was ever made by him to me. I will explain the true reason of my silence:—

As I had no formal contract with Professor Balfour, it was not in my power to compel him, by legal process, to use the Manual of Botany as his Text-Book. His promises or engagements to me, however numerous, and however well paid for, were none of them in the technical form which constitutes a legal contract. When, therefore, his Solicitor declared that there *was no engagement*, and that Dr. Balfour would certainly *come under no such obligation*, I perceived that, though I had justice on my side, if Dr. Balfour chose to evade the fulfilment of his verbal bargain, and to break his promises, I had no legal remedy. It was useless, therefore, to continue the correspondence with his Solicitor. Silenced at law, I did as Professor Balfour states, I “paid the money without another word of objection.” But when I did so, I was of opinion, that the Professor would not venture to pursue the line of conduct that was indicated by his Solicitor. Though not *legally*, he was *morally*, bound to perform his promises to me, and I did him the injustice to imagine, that he was

“Too fond of the right to pursue the expedient.”

While Professor Balfour denies the existence of a *pledge* to use the Manual as his Text-Book, because he is under no *legal* obligation to do so, he admits, that at our meeting held 11th February, 1847, to settle the nature of the work, and the amount of money to be paid for it, *he told me that he would make the work his own Text-Book*. See his letter of 19th March, 1849. By doing so, he raised the apparent value of his commodity, and having received the money, he now says “I gave you no pledge, I am under no engagement, I will incur no obligation, to use the Manual of Botany as my Text-Book.”

These particulars will enable you to understand the *meaning* that lurks under Professor Balfour’s declaration that—

“Neither at the period of our original bargain, nor at any other time, did I ever pledge myself to Mr. Griffin to use the Manual of Botany as my Text-Book.”

If *Pledge* is held to signify a written Contract, duly signed, sealed, and stamped, according to law, he is right, for no such contract is in existence.

If *Pledge* signifies a promise, or a form of words, or a series of actions used by him to induce me to believe that I was to receive a certain property, in consideration for a certain sum of money, then he is undoubtedly in the wrong.

Stripped of Dr. Balfour’s quibbling, such is the bare statement of facts. The concatenation of evidence in the present letter, proves that he sold to me the right to publish a work that was to be used as his Text-Book. I indiscreetly trusted to his word, and took no legal security to force him to fulfil his bargain; but I hold that he is still bound in honour to keep his word, and to fulfil his bargain—just as I considered myself bound to pay him the £200, though I had only *promised*, and not *legally contracted* to pay it. The law, indeed, permits him to break his word with impunity, in consequence of our mutual neglect of *legal forms of contract*, and of that permission he seems resolved to avail

himself. Whether his conduct in this particular is calculated to uphold that "*character for Truth, Honesty, and Fair-dealing*" which he charges me with recklessly and gratuitously impugning—is a point which, in imitation of Professor Balfour, I submit for your impartial consideration.

I do not consider it necessary to address you at any length on the other subjects discussed in Dr. Balfour's letter, because it appears to me that his attempts to *refute* my statements, serve merely to *confirm* them. If Dr. Balfour had not charged me with quoting his correspondence *dishonestly*, I should not have replied to him at all; but such a charge rendered a reply necessary, and having the pen in hand, I shall briefly refer to a few other particulars, simply with the view to show the credibility of the statements contained in my former pamphlet.

It is now proved, that the Manual originated in an application from me to Professor Balfour; that he proposed to make it a Text-Book for students; that he promised to use it for his own Text-Book; that I undertook to pay him £200 for writing the work; that he wrote the book; that he used it as his Text Book; that I paid him the money; that I offered him £100 to revise the Second Edition, and that he refused to accept the offer, or to revise the work.

The Professor argues that the copyright ought to have been *his*, and not *mine*, notwithstanding my payment of Two Hundred Pounds for it, and he quotes an Act of Parliament to prove his position. But unfortunately for him he cannot find in the Act the clause that secures the copyright of a book to its author, after the author has sold it and been paid for it. That is unlucky; because what the Professor considers to be his due, is the copyright and the copyright-money also.

Another of his arguments is, that he sold me *an edition* only. Yet he does not even pretend that he stipulated for any period as to time, or any limit as to number of books to be printed—an omission sufficient of itself to prove that an *edition* was never the subject of discussion between us.

In April, 1849, I proposed to Professor Balfour to refer *the whole matter in dispute between us*, to the decision of two arbitrators, and I offered to go down from London, to meet him and the arbitrators in Glasgow, and have the matter settled off-hand. *He refused.*

After much correspondence, I next gave him the opportunity to sue me for the £200, in which case the entire correspondence, and our respective statements as to facts, must have come before a judge or jury for an impartial decision. *He flinched again.*

Evidently despairing of bettering his position by a lawsuit, he took the £200, and assigned the copyright to me. It now appears, that even this was not done in good faith. I had bargained with the Professor of Botany in the University of Edinburgh for a work that was to be used as a Text-Book in that University. But at the moment when Professor Balfour lawfully assigned to me that property, he was contemplating, or engaged in, measures intended to destroy its intrinsic value, by producing another Text-Book to displace it.

The excuse he gives to you for his conduct, (page 8,) is this:—

"I was resolved at all hazards to protect my own professional reputation, and promote the interests of the science I am appointed to teach. This I felt I could not do,

unless the book, which was to be the exponent of my own views, and the guide to my class in their botanical studies, was entirely in my power, with full liberty to revise and re-edit it whenever I might think proper to do so. And as I had most unexpectedly found a difficulty in retaining that liberty in regard to my Manual of Botany, I determined to have nothing more to do with it, or its publisher, but to prepare a new text-book for myself."

The pith of this excuse lies in the last clause, that the publishers of the Manual unexpectedly made it difficult for the author to revise and re-edit it whenever he thought proper to do so. This statement is not true. I defy the Professor to prove it. On the contrary, I repeatedly offered to him the fullest power over his work.

PROPOSALS MADE TO PROFESSOR BALFOUR.

1849, *March 6th*.—"You shall retain the right to make corrections on the work every time it is reprinted. You agree to bring up every edition of the Text-Book to the state of science at the time of its publication, and to write, or use in teaching, no other Text-Book."

1849, *April 23d*.—"I am ready to enter into any fair and reasonable arrangements which shall secure to you a proper control over the contents of future editions of the work, and I am willing to pay you a fair sum for your labour in revising such editions. If you desire any thing else that I can agree to in reason, I shall be glad to meet your wishes. Whatever you may have to propose, I shall consider, in, I trust, a fair and liberal spirit, but I will not sacrifice the property as you propose."

1849, *June 27th*.—[In a letter of proposals, respecting future editions, I offered to guarantee to him the power to correct all future editions; with the conditions, that he should undertake to keep the work in accordance with the progress of the science, and that I should print no copies without subjection to these regulations.]

1850, *June 27th*.—"I have already offered you the complete control, Literary and Scientific, of your Manual. You can, whenever it is reprinted, make it what you wish it to be. What more do you desire? Is it money? I offered you a sum for the correcting. I said £50. You demurred. I ask what sum you seek?"

1850, *November 15th*.—"I beg to offer you one hundred pounds to correct a second edition for us, and promise moreover to pay you handsomely for future editions, and in every way to attend to your suggestions respecting the getting up, cuts, &c." Letter from Mr. Charles Griffin, to Professor Balfour.

These facts show that the excuse he gives for breaking his promise does not accord with the facts.

As to the Second Edition, he admits that I made him the offers specified in my printed letter, page 7, and that he refused them. He informs you, page 9, that the offer of April 6th, 1850, was

"Trammelled with the condition, that Mr. Griffin should be entitled to bring out the work in the *Encyclopædia Metropolitana*, with no restriction upon the number of copies to be so published. To such an arrangement it was of course impossible that I should consent, as the publication of a second edition of such unlimited extent, would have destroyed all likelihood of a third edition being ever called for, and would have effectually debarred me from preparing a third edition, if the interests of science, or the purposes of my class, required it, without taking off the publishers' hands whatever copies of the second edition, and of the *Encyclopædia*, might remain unsold."

I must cheek Professor Balfour's statement on this subject, by producing the original offer.

MR. GRIFFIN TO MR. BAYLEY.

"LONDON, *April 6th, 1850*.—Sir, I beg to acknowledge the receipt of your favour of 26th March.

"In replying to your proposals, I must set out with the intimation, that what I say is to be considered without prejudice to the existing rights of Griffin & Co., and that if my suggestions lead to no agreement, no use is to be made of this letter in other proceedings. I cannot agree to your propositions as they stand; but I will propose others that I think more reasonable, and which will grant, perhaps, all you want.

"1. That Dr. Balfour shall correct the Manual of Botany for a Second Edition when required.

"2. That we pay fifty pounds for such corrections, in addition to the two hundred pounds already agreed to be paid for the copyright of the work as first written.

"3. That we shall have the right to print a Third Edition, the author to correct it, and we to pay him a shilling per copy on the whole impression of that edition.

"4. That at the end of three years, after the publication of the Third Edition, the entire copyright shall revert to the author.

"5. That we shall be entitled to publish the Second and Third Editions as part of the new edition of the *Encyclopaedia Metropolitana*.

"This last stipulation is made, because we must have a work of the same kind in the *Encyclopaedia*, and we do not want to be forced to get up a rival work. This proposal is quite as much for the author's advantage as for ours. You will perceive, that with a view to promote a peaceable settlement of our dispute, I have now made very large concessions."

This letter proves that the condition which was so grievously to trammeled Dr. Balfour—the proposal to print “a Second Edition of such unlimited extent, as to destroy all likelihood of a third edition being ever called for”—is a whimsy of his own contriving. I never made any such absurd proposal.

Moreover, this statement about an infinite Second Edition, is made in a letter to you, dated 20th August, 1851, and he has not the candour to admit that he has a letter from Mr. Charles Griffin, dated 13th Nov. 1850, in which the number of copies to constitute the second and third editions together, is expressly limited to 5000. When this last proposal was made to him, it was with the condition that the entire copyright should be given to him, as soon as the 5000 books were sold. But he refused to accept the offer, except on the condition that he should be free to do as he pleased, with regard to a fourth edition, at the end of five years, *whether our books were sold or not!* notwithstanding that, besides the gift of the copyright, he was to be paid £125 for revising the two editions.

These particulars will, I hope, convince you that Dr. Balfour has no reason whatever to censure me for the ill results that have followed his absurd proceedings respecting the *Manual of Botany*. I paid him handsomely for the original copyright; I speedily sold the first edition, and offered him a handsome sum to revise the second edition; I offered to guarantee to him the entire literary and scientific control of all future editions of his *Manual*, that he might always be able to make it what he wished it to be; and I engaged never to print it without permitting him to revise it, and paying him liberally for doing so. What more could any *reasonable* author expect from his publisher? But, dissatisfied with every thing that was proposed to him, Professor Balfour resolved to repudiate his *Manual*—a resolution which, as I forewarned him, (June 27th, 1850, Pamphlet, p. 19,) he cannot carry out conscientiously and creditably.

Professor Balfour labours to justify the scurrilous libel that appeared in the *North British Agriculturist*, respecting our *Second Edition* of the *Manual*. He ascribes it (p. 24) to a “friendly reviewer,” and echoes his publisher's statement, that he is *not responsible* for it. He does not answer my question, *did he authorize it?* It is perhaps inexpedient for him to say *yes*, and impossible to say *no*. I recommend you, as his appointed judge in this matter, to ask him—*Did he direct it to be written? Did he direct the circulation of the hand-bills?*

Dr. Balfour appears to be unable to point out a single error in the *Second Edition* of the *Manual*, save that debateable error, the transposition of the *Rizanthi*s. He admits that our editor has corrected a vast number of (I reckon)

theni at 409) errors, and he wonders that there were not more to correct. The Second Edition is, therefore, according to Dr. Balfour's showing, with the single exception of the transposition of the Rizanths, a better book than the First Edition. He tries, indeed, to make out, that his First Edition was defective in many particulars when first published, but in his previous correspondence he always assured me that his work was written "UP TO THE LATEST DISCOVERIES." For what purpose has he so completely changed his estimate of his own work?

Professor Balfour will not, "even to gratify Mr. Griffin," disapprove of the libel inserted by the "friendly reviewer" in the *North British Agriculturist*. It is, in his opinion, a very proper review. But he says, (page 19,) "whether the review in question has injured the sale of the Second Edition of my book, or whether that review was written with the view of injuring it, are matters with which I have nothing whatever to do." Indeed???

This singular statement shows how extremely primitive are the views that Dr. Balfour entertains respecting business. While he is printing a new Class-Book for his own benefit, with the avowed intention of displacing the Class-Book that he sold to me, he has, he says, nothing whatever to do with the proceedings of a "friendly reviewer," who comes forward to vilify the old book, destroy its character, and drive it out of the market, which of course would make way for the new book. The Professor has nothing whatever to do with the fact, whether the review was, or was not written with a view to that end. He has no personal interest in the matter! Overflowing with amiable simplicity, he sees nothing wrong in all this! nothing but the active kindness of friends zealous for his interest, and conveniently placed to cover him with their responsibility, and protect alike his scientific reputation, his commercial prospects, and his character for truth, honesty, and fair dealing.

Quite *apropos*, while writing the above, I have received a copy of the "North British Agriculturist" for 17th September, which contains a "Review" of my former Pamphlet and of Professor Balfour's Reply.

The "friendly reviewer" states that:—

"As Mr. Griffin has taken great pains to endeavour to justify and explain some of the errors which we pointed out in the book, we think it proper to return to this subject, noticing these pamphlets, although merely to re-assure our readers of the TRUTH of our former remarks."

"There can only be one opinion as to the propriety of our doing this [i. e. publishing the atrocious review of 7th May]: had we remained silent, we should have justly been regarded as winking at a *deception upon the public*, in allowing to pass as *genuine and accurate a spurious edition* of a work, which in its original state, we had highly commended, but which has in its new form been *spoiled and rendered ridiculous by bad editing*."

"It would be an uncalled for infliction on the patience of our readers to go over in detail the bolstered-up apologies given in Mr. Griffin's pamphlet, for the various errors in the new manual to which *we, and other reviewers*, have called attention."

These extracts prove the truth of the proverb, that "if you bray a fool in a mortar, yet will his foolishness not depart from him." The "friendly reviewer" knows that there were no errors in the book to justify and explain. I had simply to prove that his assertions were falsehoods. After reading my evidence, he coolly re-assures the readers of the *North British Agriculturist*,

that his former remarks were TRUE! but that he will not *inflict any evidence* upon them. The fool imagines that he can hood-wink the world.

He says that the Second Edition of the manual is *spurious—a deception upon the public—spoiled by bad editing.* Professor Balfour himself admits that, with the exception of the transposition of the Rizanths, the book is *genuine*, the same as he wrote it,—while it has this manifest advantage, that above 400 errors that existed in the first edition have been corrected in the second—the edition which this immaculate reviewer declares to be spurious and a deception on the public. Finally, the critic declares that various errors have been pointed out by “*we and other reviewers.*” I have seen no reviews condemnatory of the Second Edition except the two written by this one man, for the *North British Agriculturist* and for the *Monthly Journal of Medical Science.* I stated in my letter to the seven conductors of the last work, (p. 28,) that I understood that both the reviews had been written by one of them. That statement has not been denied, though all the parties concerned have since published articles on this controversy. If this man is really one of the seven conductors of the *Medical Journal*, his conduct is miserably crooked. After reading my reply to his two reviews, he repeats his attack on the 17th September, in the terms that I have quoted above, re-asserting the truth, the justice, and the propriety of his first review; and yet in the meantime, he has, in one of his characters, been a party to the following letter of apology. The man who could write two such reviews, become a party to this letter of apology, and afterwards repeat his attack, is—worthy of the friendship of Professor Balfour.

Edinburgh, 23 George Street,
12th July, 1851.

TO MR. JOHN JOSEPH GRIFFIN,

SIR.—The conductors of the *Monthly Journal of Medical Science*, having only now become acquainted with the circumstances of your difference with Dr. Balfour, as stated in the pamphlet which has just reached them, authorise me to express their regret for having admitted the review of your late publication.

I have further to explain, that insertion of your advertisement was refused, on account of the expression—*Sham Reviews*—which was incorrectly, and yet plainly, applied to the notice of your Second Edition of Balfour’s Botany, which had appeared in the June number of the *Monthly Journal*.

I am, SIR, your obedient Servant,
(Signed) WILLIAM ROBERTSON.

I have, in conclusion, to apologize for troubling you with so long a letter. When Professor Balfour presented to you his attack upon me, you probably expected my reply to follow. It was useless to meet such an attack by a brief denial of the truth of its assertions. It demanded a documentary defence, such as would afford materials for an independent judgment. This is what I now present to you, and I trust you will pardon its unavoidable tediousness.

I have the honour to be,

SIR,

Your obedient Servant,

JOHN JOSEPH GRIFFIN.